



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Dick Heard Company

File: B-260330

Date: March 21, 1995

DECISION

Dick Heard Company protests that the Department of Agriculture, Forest Service, improperly allowed Suma Pacific to correct its bid under solicitation No. R6-15-95-9. Dick Heard alleges that it was the apparent low bidder, but that the agency improperly allowed Suma to displace Dick Heard as the low bidder through its bid correction process.

Our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of a protest, 4 C.F.R. § 21.1(c)(4), and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(e). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. Robert Wall Edge-Request for Recon., 68 Comp. Gen. 352 (1989), 89-1 CPD ¶ 335.

The protester has not done that here. The mistake in bid rules of the Federal Acquisition Regulation (FAR) provide a mechanism for granting relief to a bidder who establishes, after bid opening, that there is a mistake in the bid submitted. In most cases, the bidder, upon establishing the existence of a mistake, is permitted to withdraw the bid. FAR § 14.406-3(c). In some cases, where the bidder presents clear and convincing evidence of both a mistake and of the bid intended, the bid may be upwardly corrected, provided that the correction would not displace another bidder. FAR § 14.406-3(a). Moreover, downward correction of a bid is permitted, notwithstanding the fact that such correction would displace another bidder, where the existence of a mistake and the bid actually intended are ascertainable substantially from the invitation for bids and the bid itself. Id. Under this provision, discrepancies between unit and extended prices, where a bidder would be low only if one of those prices was controlling, may be corrected to reflect the only reasonable interpretation of the bid based on such things as the government estimate, the pattern of bidding, and the other bids received. See Action Serv. Corp., B-254861, Jan. 24, 1994, 94-1 CPD ¶ 33.

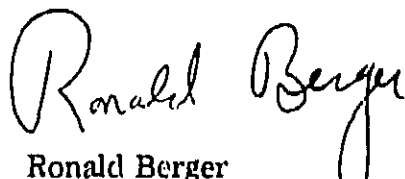
In this case, the solicitation called for unit and extended prices for two sub-items and a total price for the enter item. The bidding results and government estimate are as follows:

	Quantity	Government Estimate	Suma Unit Price	Suma Extended Total Price	Heard Extended Total Price	Bidder #3 Extended Total Price
Bid Item 1a	100 tons	\$ 66,063.00	\$ 329.00	\$ 32,900.00	\$ 34,063.00	\$ 66,791.00
Bid Item 1b	28.6 miles	10,991.00	2,350.00	2,350.00	3,399.00	1,894.40
Total Extended Bid		\$ 77,054.00		\$ 35,250.00	\$ 37,462.00	\$ 68,685.40

The question thus presented is whether the obvious discrepancy between Suma's unit and extended prices for item 1b can be resolved without resort to evidence from Suma since Suma's bid is low if the extended price controls but is not low if the unit price controls.

As the above table reflects, the total prices for item 1b from the other two bidders were \$3,399.86 and \$1,894.40; Suma's total price of \$2,350 falls between these other two prices. If Suma's unit price for item 1b is considered controlling, its extended price would be \$69,560, grossly higher than any other bid prices received and more than 10 times the government estimate. Under the circumstances, the only reasonable and logical conclusion is that Suma intended \$2,350 to be its extended rather than its unit price. See, . g., J.V. Contractors, 72 Comp.Gen. 64 (1992), 92-2 CPD ¶ 439; J&J Maint., Inc., B-261355, Mar. 1, 1993, 93-1 CPD ¶ 187. Accordingly, the protester's challenge to the bid correction procedures used by the agency provides no basis for sustaining the protest.

The protest is dismissed.


 Ronald Berger
 Associate General Counsel